



CONSENT TO ACCESS FOR
ENVIRONMENTAL INVESTIGATION/RESPONSE

Property Owner: Dico, Inc.

Property Description: 200 SW 16th Street, Des Moines, IA

Right of Entry: As the duly authorized representative of the owner of the property described above, Dico, Inc. hereby consents to the United States Environmental Protection Agency (EPA) and its authorized employees, contractors, and agents, to enter the above referenced property at reasonable times to conduct investigations, including the collection of samples, necessary to assess the current conditions on site and how these conditions will affect a potential amendment to the Record of Decision. The EPA investigations and its access authority are contained in Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9604.

Scope of Access: The work to be performed may include, but is not necessarily limited to, locating equipment and machinery on the property in preparations for, and in the course of, the investigation, and collecting samples. Samples may be collected from all of the buildings on site, so access includes entry into all onsite structures. The EPA agrees to give Dico, Inc. at least 48 hours notice prior to entering the property.

Sampling and equipment maintenance: EPA, its employees and authorized contractor representatives with their necessary equipment, will need to enter the property to collect samples over the period of time from May 15, 2016 to August 30, 2016.

Release of Sampling Data: In accordance with Section 104(e)(7) of CERCLA, Dico, Inc. consents to EPA releasing to the public all analytical results of any sample that EPA collects on the property.

Restoration of Property: Dico, Inc. recognizes that the performance of such actions may require some disturbance of the property and that EPA will attempt to minimize such disturbance, and that areas of disturbance will be restored as nearly as possible to the condition that existed immediately prior to EPA's arrival at the Property pursuant to this Access Agreement.

Liability: Dico, Inc. understand that EPA requires its contractors to maintain comprehensive vehicle liability insurance, and comprehensive general liability insurance for bodily injury, death, and loss or damage to property or third persons arising from their activities. Dico, Inc. also understands that EPA's liability for damages to the property or injuries to persons which results from or are caused by its activities on the property shall be to the extent permitted by the Federal Tort Claims Act (28 U.S.C. §§ 1346(b), 2671-2680) and the Federal Employee's Compensation Act (5 U.S.C. §§ 8101-8151).

Term: Dico's consent under this Agreement will terminate on August 30, 2016, unless the term of access is extended by mutual consent of the parties.

The granting of access to EPA and its authorized representatives is voluntary and is granted without threats or promises of any kind. By my signature, I acknowledge that I am a duly authorized representative of Dico, Inc. with authority to grant the access as provided for herein.

4-27-16
Date

[Signature]
Signature

Michael G. Troyanovich
Printed Name

General Counsel + Corporate Secretary
Title